SIDE LETTER TO THE LODI POLICE DISPATCHERS ASSOCIATION MOU

- A. The City of Lodi and the Lodi Police Dispatchers Association currently operate under a Memorandum of Understanding effective November 6, 2007 through April 30, 2011, as amended by Addendum dated February 2009.
- B. This Addendum is entered into for the purpose of addressing the continued significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons the parties agree that members of the bargaining group will:

Furlough Time:

Accept 58 unpaid furlough hours in lieu of a 2.8% salary reduction in the FY 10-11. Furlough hours shall be scheduled based on availability and shall be deducted from salary in equal installments across all fiscal year pay periods (2.3 hours per paycheck). Furlough hours must be used by April 30, 2012.

In the event a member's employment terminates during the fiscal year, furlough hours shall be prorated by the percentage of the year worked. Furlough hours used in excess of prorated hours shall be deducted from other available leave balances, and if other leave balances are inadequate, repaid to City.

Deferred Compensation:

At the end of Section 19.2 add the following sentence: Bargaining unit members agree to forego all deferred compensation matches they would otherwise be entitled to between the pay periods in which July 1, 2010 and June 30, 2011 fall.

Holiday Leave:

As a result of the additional furlough hours granted by this agreement, holiday leave hours accrued during the pay periods in which January 1, 2010 through December 31, 2010 must be used by June 30, 2012, and may not be banked or cashed out. This limitation shall not apply to members retiring during the 2010-2011 fiscal year.

Compensatory Time:

The parties agree that they will work cooperatively to minimize overtime expenditures in the department to avoid mid year budget cuts that would be required to meet the overtime expenditures.

At the end of section 2.9(a) add the following sentence: During the pay periods in which July 1, 2010 through June 30, 2011 fall, a maximum of 480 hours of compensatory time may be carried on the books. After June 30, 2011, employees with banks in excess of 144 hours shall be entitled to continue to use their excess

compensatory time but shall not be eligible to accrue additional compensatory time until their compensatory time balance falls back below 144 hours.

Fourth of July and the Grape Festival:

Overtime on July 4th and during the Grape Festival shall be on a paid rather than a Compensatory time off basis.

This Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI,

Lodi Police Dispatcher Association

a municipal corporation

KONRADT BARTLAM, Interim City Manager

President

DEAN GUALCO, HR Manager

ATTEST:

RANDIOHL, J.D., City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUEI

City Attorney